

# EXHIBIT A

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ATTORNEY FOR PLAINTIFF

**FILED**  
Superior Court of California  
County of Los Angeles

MAY 10 2018

Sherri R. Carter, Executive Officer/Clerk  
By M. Soto, Deputy  
Mecss Soto

THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

THE COUNTY OF LOS ANGELES

CENTRAL DISTRICT

KWAME BROWN, an individual, ) Case No.: **BC705774**  
)  
Plaintiff, ) COMPLAINT FOR DAMAGES FOR:  
)  
vs. ) 1. FRAUD;  
) 2. BREACH OF FIDUCIARY DUTY;  
) 3. BREACH OF CONTRACT;  
) 4. CONVERSION;  
MERRILL LYNCH, PIERCE, FENNER & )  
SMITH INCORPORATED, a Delaware )  
corporation; BANK OF AMERICA ) DEMAND FOR JURY TRIAL  
CORPORATION, a Delaware )  
corporation; Michelle Marquez, )  
an individual and DOES 1-100 )  
inclusive. )  
  
Defendants.

Plaintiff KWAME BROWN alleges as follows:

PARTIES, VENUE AND JURISDICTION

1. Plaintiff KWAME BROWN (herein after "BROWN" or "Plaintiff"),  
is an individual residing in Atlanta, Georgia. Plaintiff was a  
client of MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED

BY FAX

1 AND BANK OF AMERICA CORPORATION, (herein after "Defendants")  
2 from approximately 2004 until 2017. MICHELLE MARQUEZ (herein  
3 after "MARQUEZ" or "Defendant") is a financial advisor  
4 employed by Defendants and was the financial advisor to Brown.

5 2. Plaintiff alleges that Defendants MERRILL LYNCH, PIERCE,  
6 FENNER & SMITH INCORPORATED AND BANK OF AMERICA CORPORATION  
7 are, and at all times herein mentioned are, corporations  
8 organized under the laws of the State of Delaware which are  
9 authorized to do business in the State of California.  
10 Defendants' business, where the following causes of action  
11 took place, was and is in the County of Los Angeles.

12 3. Plaintiff is informed, believes and alleges Marquez is an  
13 individual residing in the County of Los Angeles.

14 4. Plaintiff is ignorant of the true names and capacities of  
15 Defendants sued herein DOES 1 through 100, inclusive, and  
16 therefore sues these Defendants by such fictitious names.  
17 Plaintiff is informed and believes, and thereon alleges that  
18 each of the fictitiously named Defendants are responsible for  
19 the alleged occurrences to Plaintiff.

20 5. Plaintiff is informed, believes, and alleges that, at all  
21 times herein mentioned, each Defendant was the agents of the  
22 each of the other Defendants, and in doing the alleged items  
23 herein, were acting within the course and scope of such agency  
24 and with the permission and consent of their co-defendants.  
25

1 6. Defendant Marquez, as an employee of MERRILL LYNCH, PIERCE,  
2 FENNER & SMITH INCORPORATED AND BANK OF AMERICA CORPORATION,  
3 acted on behalf of MERRILL LYNCH, PIERCE, FENNER & SMITH  
4 INCORPORATED AND BANK OF AMERICA CORPORATION (collectively  
5 "Defendants") and is considered the alter egos of Defendants.

6 7. The Court has subject matter jurisdiction because the  
7 potential amount of damages and civil penalties are within the  
8 jurisdictional amounts of the Superior Court of California.

9 8. The Court has personal jurisdiction over the Defendants as  
10 they are either residents of the State of California, or  
11 transact a substantial portion of their business within the  
12 State of California. Each Defendant has transacted extensive  
13 business in California related to the subject matter of this  
14 action.

15 VENUE AND JURISDICTION

16 9. Venue is proper under Code of Civil Procedure Section 395.5 in  
17 that Defendants' principal place of business is in Los Angeles  
18 County.

19  
20 FACTS COMMON TO ALL CAUSES OF ACTION

21 Plaintiff is a former National Basketball Association (NBA)  
22 player. Plaintiff played in the NBA from 2001 to 2014. During  
23 his career, he played for the Washington Wizards, Los Angeles  
24 Lakers, Memphis Grizzlies, Detroit Pistons, Charlotte Bobcats,  
25 Golden State Warriors and Philadelphia 76ers. In and around

1 2005, Defendants were engaged by Plaintiff to be his financial  
2 advisers. As a financial adviser, Defendants' services included  
3 advising Plaintiff on all financial matters, collecting  
4 Plaintiff's income from the NBA and investing Plaintiff's money  
5 as approved by Plaintiff. Defendants' services also included  
6 trading certain stocks for Plaintiff, but with Plaintiff's  
7 consent. In no instance were Defendants to invest or trade any  
8 monies without Plaintiff's consent.

9 10. In and around 2010, Marquez began overseeing Plaintiff's  
10 account with Defendants with no change from the 2005  
11 engagement.

12 11. On several occasions after 2010, Marquez began investing  
13 Plaintiff's money in various projects and trading stocks  
14 without Plaintiff's consent.

15 12. Marquez also opened several bank accounts with Defendants,  
16 of which Plaintiff could not deposit or withdraw monies,  
17 without Plaintiff's knowledge.

18 13. It is Plaintiff's belief that his monies were deposited in  
19 these unauthorized accounts by Marquez and she began investing  
20 and trading on such monies and collecting a commission for  
21 herself without the regard to Plaintiff's best interest.

22 14. In and around 2006, Plaintiff obtained a construction loan  
23 in the amount of \$1,100,000.00. Plaintiff instructed Marquez  
24 to pay off the balance of the construction loan right away. In  
25 2015, Plaintiff discovered Marquez did not pay of the

1 construction loan, but converted the unpaid portion of the  
2 commercial loan into a line of credit. Plaintiff did not  
3 authorize Marquez to obtain such line of credit. It is  
4 Plaintiff's belief Marquez made financial trades with the line  
5 of credit without Plaintiff's consent or knowledge. Plaintiff  
6 suffered a massive financial loss due to Marquez's actions.

7 15. In and around 2017, Plaintiff called Marquez to request an  
8 accounting of his monies. Plaintiff could not speak to Marquez  
9 but instructed to speak to other employees in Marquez's  
10 office. Previously, Plaintiff would easily contact Marquez  
11 regarding his monies.

12 16. After several conversations with Jason Betts, an employee  
13 of Defendants, Plaintiff was told that he has no monies with  
14 Defendants. Jason Betts also told Plaintiff that since 2010,  
15 Plaintiff signed authorization documents authorizing  
16 Defendants to invest, trade or otherwise control Plaintiff's  
17 monies. Plaintiff vehemently denied ever signing such  
18 authorization documents.

19 17. In 2017, Plaintiff requested his entire file from  
20 Defendants. In such file, Plaintiff obtained several documents  
21 whereby his signature appeared to have been forged. These  
22 documents include but not limited to various authorization  
23 forms and agreements.  
24  
25

1 18. In 2017, Plaintiff hired handwriting forensic expert Beth  
2 Chrisman to exam such forms and documents Plaintiff believed  
3 to have forgeries.

4 19. Chrisman concluded the following, "Based on a thorough  
5 analysis of the documents submitted to me, my professional  
6 expert opinion is the Kwame Brown of the known writing did not  
7 initial or sign ANY of the questioned documents; thus is  
8 eliminated as the author." (See Exhibit A).

9 20. After full review of the Plaintiff's file from Defendants,  
10 Defendants held deposits for Plaintiff in the approximate  
11 amounts of no less than \$17,400,000.00.

12 21. Plaintiff alleges and believes no less than approximately  
13 \$17,400,000.00 was mishandled, and/or misappropriated through  
14 fraudulent means, without Plaintiff's consent.

15 22. Plaintiff continues to suffer an enormous financial damage  
16 due to the actions of the Defendants.

17 FIRST CAUSE OF ACTION

18 FRAUD

19 (By Plaintiff against all Defendants)

20 23. Plaintiff repeats, realleges and incorporates herein this  
21 reference paragraphs 1 through 22 and above, inclusive, as  
22 though, fully set forth herein.

23 24. Prior to 2010, Defendants obtained consent from the  
24 Plaintiff to invest and trade Plaintiff's monies.  
25

1 25. After 2010, Defendants did not obtain consent from the  
2 Plaintiff, but continued to to invest and trade Plaintiff's  
3 monies and open up bank accounts without Plaintiff's  
4 knowledge.

5 26. It is Plaintiff's belief that in order for Defendants to  
6 prove Plaintiff gave his consent to invest or trade his  
7 monies, Defendants fraudulently forged Plaintiff's signature  
8 on several documents to show Plaintiff's consent.

9 27. Defendants converted a construction loan to a line of  
10 credit after Plaintiff specifically told Defendants to pay off  
11 the construction loan.

12 28. It is Plaintiff's belief that Defendants did not payoff the  
13 construction loan and fraudulently converted it to a line of  
14 credit without Plaintiff's consent in order to invest and  
15 trade on such line of credit and collect commissions without  
16 Plaintiff's knowledge and to Plaintiff's detriment.

17 29. As a direct and proximate cause of such acts of Defendants,  
18 Plaintiff suffered severe financial damages. All such damage  
19 to Plaintiff shall be shown according to proof.

20 SECOND CAUSE OF ACTION

21 BREACH OF FIDUCIARY DUTY

22 (By Plaintiff against all Defendants)

23 30. Plaintiff repeats, realleges and incorporates herein this  
24 reference paragraphs 1 through 29 and above, inclusive, as  
25 though, fully set forth herein.



1 31. Plaintiff engaged Defendants in and around 2005 as his  
2 financial advisors.

3 32. It is Plaintiff's belief Defendants breached their  
4 fiduciary duty to Plaintiff by fraudulently forged Plaintiff's  
5 signature in order to obtain consent to invest and trade  
6 Plaintiff's monies.

7 33. It is Plaintiff's belief Defendants breached their  
8 fiduciary duty to Plaintiff by converting a construction loan  
9 to a line a credit in an effort to self-deal to the benefit of  
10 the Defendants and the detriment of the Plaintiff.

11 34. These acts by the Defendants were against the interest of  
12 the Plaintiff.

13 35. As a direct and proximate cause of such acts of Defendants,  
14 Plaintiff suffered severe financial damages. All such damage  
15 to Plaintiff shall be shown according to proof.

16 THIRD CAUSE OF ACTION

17 BREACH OF CONTRACT

18 (By Plaintiff against all Defendants)

19 36. Plaintiff repeats, realleges and incorporates herein this  
20 reference paragraphs 1 through 35 and above, inclusive, as  
21 though, fully set forth herein.

22 37. Plaintiff engaged Defendants in and around 2005 as his  
23 financial advisors thereby entering into a contract.  
24  
25

1 38. According to the contract Defendants agreed to advise  
2 Plaintiff on financial matters in the best interest and to the  
3 benefit of Plaintiff.

4 39. It is Plaintiff's belief Defendants breach the contract by  
5 fraudulently forged Plaintiff's signature in order to obtain  
6 consent to invest and trade Plaintiff's monies.

7 40. It is Plaintiff's belief Defendants breached the contract  
8 by converting a construction loan to a line a credit in an  
9 effort to self-deal to the benefit of the Defendants and the  
10 detriment of the Plaintiff.

11 41. These acts by the Defendants were against the interest of  
12 the Plaintiff, therefore breaching the contract.

13 42. As a direct and proximate cause of such acts of Defendants,  
14 Plaintiff suffered severe financial damages. All such damage  
15 to Plaintiff shall be shown according to proof.

16 FOURTH CAUSE OF ACTION

17 CONVERSION

18 (By Plaintiff against all Defendants)

19 43. Plaintiff repeats, realleges and incorporates herein this  
20 reference paragraphs 1 through 42 and above, inclusive, as  
21 though, fully set forth herein.

22 44. Plaintiff engaged Defendants in and around 2005 as his  
23 financial advisors. As financial advisors, Defendants took  
24 possession of Plaintiff's monies in order to invest and trade  
25 with Plaintiff's consent.

1 45. It is Plaintiff's belief that Defendants fraudulently  
2 forged Plaintiff's signature on several documents to show  
3 Plaintiff's consent in order to convert Plaintiff's monies for  
4 the benefit of Defendants.

5 46. Defendants converted a construction loan to a line of  
6 credit after Plaintiff specifically told Defendants to pay off  
7 the construction loan.

8 47. It is Plaintiff's belief that Defendants did not payoff the  
9 construction loan and fraudulently converted it to a line of  
10 credit without Plaintiff's consent in order to invest and  
11 trade on such line of credit and collect commissions without  
12 Plaintiff's knowledge and to Plaintiff's detriment.

13 48. Plaintiff demanded the return of such monies to no avail.

14 49. As a direct and proximate cause of such acts of Defendants,  
15 Plaintiff suffered severe financial damages. All such damage  
16 to Plaintiff shall be shown according to proof.

17 WHEREFORE, PLAINTIFF PRAYS JUDGMENT AS FOLLOWS:

18 ON THE FIRST CAUSE OF ACTION

- 19 1. General damages in an amount according to proof;  
20 2. Special damages in an amount according to proof;  
21 3. Compensatory damages in an amount according to proof;  
22 4. Punitive damage and exemplary in an amount appropriate to  
23 punish Defendants;  
24 5. Costs of suit herein incurred;

25

1 6. Reasonable attorney's fees in an amount according to  
2 proof;

3 7. Prejudgment interest in an amount according to proof;  
4 and;

5 8. Such other relief as the court may deem proper.

6 ON THE SECOND CAUSE OF ACTION

7 1. General damages in an amount according to proof;

8 2. Special damages in an amount according to proof;

9 3. Compensatory damages in an amount according to proof;

10 4. Costs of suit herein incurred;

11 5. Reasonable attorney's fees in an amount according to  
12 proof;

13 6. Prejudgment interest in an amount according to proof;  
14 and,

15 7. Such other relief as the court may deem proper.

16 ON THE THIRD CAUSE OF ACTION

17 1. General damages in an amount according to proof;

18 2. Special damages in an amount according to proof;

19 3. Costs of suit herein incurred;

20 4. Reasonable attorney's fees in an amount according to  
21 proof;

22 5. Prejudgment interest in an amount according to proof;  
23 and;

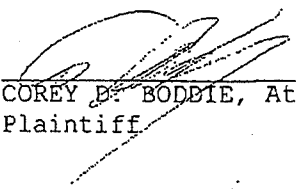
24 6. Such other relief as the court may deem proper.

25 ON THE FOURTH CAUSE OF ACTION

- 1 1. General damages in an amount according to proof;
- 2 2. Special damages in an amount according to proof;
- 3 3. Compensatory damages in an amount according to proof;
- 4 4. Costs of suit herein incurred;
- 5 5. Reasonable attorney's fees in an amount according to
- 6 proof;
- 7 6. Prejudgment interest in an amount according to proof;
- 8 and,
- 9 Such other relief as the court may deem proper.

10 Date: May 8, 2018

11 BODDIE & ASSOCIATES, P.C.  
12 By:

13  
14   
15 COREY B. BODDIE, Attorney for  
16 Plaintiff  
17  
18  
19  
20  
21  
22  
23  
24  
25

1 VERIFICATION

2 Kwame Brown declares:

3 I am the Plaintiff in the above-entitled action. I have  
4 read the foregoing first amended complaint and know the contents  
5 thereof. With respect to the causes of action alleged by me, the  
6 same is true by my own knowledge, except as to those matters  
7 which are therein stated on information and belief, and, as to  
8 those matters, I believe them to be true.

9 I declare under penalty of perjury under the laws of the  
10 United States of America and the state of California, that the  
11 foregoing is true and correct.

12 Date: 5/8/18

13   
14 KWAME BROWN  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

05/10/2018

05/10/2018

EXHIBIT A

**EXHIBIT A**

05/10/2018



Thursday, January 4, 2018

## Opinion Report

Beth Chrisman

Certified Questioned Document Examiner

6320 Canoga Ave, 15<sup>th</sup> Floor

Woodland Hills, CA 91367

Phone: 310-910-3993

Fax: 310-861-1614

Beth@HandwritingExpertCalifornia.com

This letter contains a statement of the request of the client, descriptions of the questioned and comparison documents, a synopsis of the examination conducted, and this document examiner's opinion.

### Request

I was asked to compare the known initials and signatures of Kwame Brown to the questioned initials and signatures to determine if the Kwame Brown of the known samples authored the documents in question.

### Description of the Questioned Documents

I examined the following questioned documents:

- Q1 A Merrill Lynch PIA Expanded Proprietary Model Portfolio Strategy Option Form dated July 14, 2010, allegedly signed by Kwame Brown.
- Q2 A Merrill Lynch PIA Expanded Proprietary Model Portfolio Strategy Option Form dated July 14, 2010, allegedly signed by Kwame Brown.
- Q3 A Merrill Lynch PIA Expanded Proprietary Model Portfolio Strategy Option Form dated July 14, 2010, allegedly signed by Kwame Brown.
- Q4 A Merrill Lynch PIA Expanded Proprietary Model Portfolio Strategy Option Form dated July 14, 2010, allegedly signed by Kwame Brown.
- Q5 A Merrill Lynch Personal Investment Advisory Program Individual Trade Confirmation Election Form dated July 27 allegedly signed by Kwame Brown. The year is illegible.
- Q6 A Merrill Lynch Personal Investment Advisory Program Proxy Delegation form dated July 27 allegedly signed by Kwame Brown. The year is illegible.
- Q7 A Merrill Lynch Personal Investment Advisory Program Client Acknowledgment form dated July 27, allegedly initiated and signed by Kwame Brown. The year is illegible, but the financial advisors signature is dated in 2012.
- Q8 A Merrill Lynch Personal Investment Advisory Program Client Agreement form dated March 19, 2014 allegedly signed by Kwame Brown.

Questioned Initials and Signatures of Kwame Brown

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Thursday, January 4, 2018

- Q9 A Bank of America Payoff Letter, page 2, dated April 8, 2010, allegedly signed by Kwame Brown.
- Q10 A Bank of America, N.A. (Federal Reserve Form U-1) with no date allegedly signed by Kwame Brown.
- Q11 A Bank of America Loan Management Account Agreement, page 3, allegedly initiated by Kwame Brown.
- Q12 A Bank of America Loan Management Account Agreement, page 4, containing no signature of Kwame Brown.

#### Description of the Known/Comparison Documents

I examined the following known/comparison documents:

- K1 A Contract for Sale and Purchases with the initials of Kwame Brown.
- K2 A Contract for Sale and Purchases dated April 17, 2015, signed by Kwame Brown.
- K3 A Standards For Real Estate Transactions form with the initials of Kwame Brown.
- K4 A Standards For Real Estate Transactions form with the initials of Kwame Brown.
- K5 Page 2 of 2 of a contract dated April 21, 2015, signed by Kwame Brown.
- K6 A Conditions of Escrow form with the typed date of April 2015, signed by Kwame Brown.
- K7 A Purchase and Sale Agreement with offer date of November 5, 2015, Initialed by Kwame Brown.
- K8 An Acceptance and Contact Information form signed by Kwame Brown.
- K9 A form with the heading, Examine This Contract Carefully, dated August 24, 2010 signed by Kwame Brown.
- K10 A Uniform Player Contract, Exhibit 1A, dated August 24, 2010, initialed by Kwame Brown.
- K11 A Uniform Player Contract, Exhibit 2, dated August 24, 2010, initialed by Kwame Brown.
- K12 A Uniform Player Contract, Exhibit 5, dated August 24, 2010, initialed by Kwame Brown.
- K13 A Uniform Player Contract, Exhibit 6, dated August 24, 2010, initialed by Kwame Brown.
- K14 A Uniform Player Contract, Exhibit 7, dated August 24, 2010, initialed by Kwame Brown.
- K15 A form with the heading, Examine This Contract Carefully Before Signing It, dated December 14, 2011 signed by Kwame Brown.
- K16 A Uniform Player Contract, Exhibit 1, dated December 14, 2011, initialed by Kwame Brown.

Questioned Initials and Signatures of Kwame Brown

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- K17 A Uniform Player Contract, Exhibit 2, dated December 14, 2011, Initialed by Kwame Brown.
- K18 A Uniform Player Contract, Exhibit 5, dated December 14, 2011, initialed by Kwame Brown.
- K19 A Uniform Player Contract, Exhibit 6, dated December 14, 2011, Initialed by Kwame Brown.
- K20 A Uniform Player Contract, Exhibit 7, dated December 14, 2011, Initialed by Kwame Brown.

### Examinations & Observations

As a result of the examination and analysis, my observations are as follows:

1. Numerous known specimen initials and signatures were presented for examination. These were provided as a meaningful specimen sample group revealing the writing variations of Kwame Brown. The known initials and signatures were intercompared with one another and it was determined they are internally consistent and indeed written by one writer.
2. The questioned documents were intercompared.
  - a. The Q1 and Q2 questioned signatures are exactly the same, as well as the circled x and hand printed name of Kwame Brown. The account number, investor profile and date are different. Only one of these documents could have the original signature of Kwame Brown. If in fact it is the signature of Kwame Brown.
  - b. The hand printed name, account number and date on the Q1, Q2, Q3, and Q4 forms have been written by one person. The investor profile handwriting was written by one person. These may be two different writers.
  - c. The hand printed account number, Kwame Brown name, date and title on the Q5, Q6, and Q7 forms was all written by the same person who filled out the financial advisor information, Michelle Marquez.
  - d. The Bank of America Loan Management Account Agreement, Q12, does not contain a signature for Kwame Brown and the Signature for the Managing Director appears to be a stamp, not an ink on paper signature.
  - e. The questioned signatures exhibit a wide range of variation with the Q3 exhibiting retouching/retracing strokes, the Q8 appears pictorially dissimilar, and the Q10 has an additional arc formation in the letter 'B.'
3. The questioned initials and signatures were compared to the known specimen initials and signatures. On the basis of my examination there are dissimilarities observed in stroke formations, skill and fluidity. There are retracing/retracing strokes, tremorous strokes, and additional strokes that are inconsistent with the known initial and signature samples. The slant in the Q9 and Q10 is dissimilar in comparison to the known signature samples. Additionally, none of the handwritten names, dates or titles are similar to the known handwriting of Kwame Brown.

See Appendix B for an initial and signature comparison of Kwame Brown

Questioned Initials and Signatures of Kwame Brown

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### Basis of Opinion

The basis for handwriting identification is that writing habits are not instinctive or hereditary but are complex processes that are developed gradually through habit and that handwriting is unique to each individual. Further, the basic axiom is that no one person writes exactly the same way twice and no two people write exactly the same. Thus, writing habits or individual characteristics distinguish one person's handwriting from another.

A process of analysis, comparison and evaluation is conducted.

Based on the conclusions of the expert, an opinion will be expressed. See opinion levels for expressing conclusions in Appendix C.

### Opinion

Based on a thorough analysis of the documents submitted to me, my professional expert opinion is the Kwame Brown of the known writing did not initial or sign ANY of the questioned documents; thus, is eliminated as the author.

### Declarations and Signature

Attached as Appendix A is a current copy of my CV as evidence of my special knowledge, skill, experience, training and education.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed at Woodland Hills, California this 4<sup>th</sup> day of January 2018.

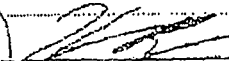
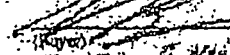
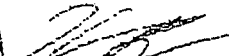
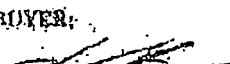

  
Beth Chrisman

05/10/2018

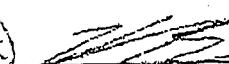
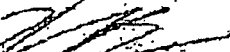
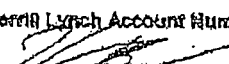



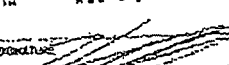


Questioned Initials and Signatures of Kwame Brown

05/10

Thursday, January 4, 2018

**QUESTIONED****KNOWN**Q1X   
CLIENT'S SIGNATUREK2   
Manager of New DirectionQ2   
CLIENT'S SIGNATUREK5   
RIVER:  
(Name) Date 4/17/15Q3X   
CLIENT'S SIGNATURE

NEW DIRECTION ACADEMY, LLC

Q4   
CLIENT'S SIGNATUREK6   
By: Kwame Brown, ManagerQ5   
Merrill Lynch Account Number 144  
CLIENT'S SIGNATUREK8   
Buyer Acceptance and Contact Information  
Buyer's SignatureQ6   
Merrill Lynch Account Number  
CLIENT'S SIGNATUREK9   
Diana V. Brown, OwnerQ7   
CLIENT'S SIGNATUREK15   
Diana V. Brown, OwnerQ8   
CLIENT'S SIGNATUREQ9   
Signed:  
By: Kwame BrownQ10   
Signed:  
Borrower's Signature

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APPENDIX B - Initial and Signature Comparison of Kwame Brown

7-01-10

Thursday, January 4, 2018

**QUESTIONED****KNOWN**

Q7

SECURITY CLEARANCE  
 Also, in the original copy  
 etc.

THE POWER IN

Q11

Client Initials      Secu

1	7
2	7
3	7
4	7
5	7

**FUNDING INSTRUCT**

Client Initials      Se

1	7C
2	7C
3	7C
4	7C
5	7C
10	7C

K1

Buyer

K3

Buyer

K4

Buyer

K7

K10

Player

K11

Player

K12

Player

K13

Player

K14

Player

K16

K17

Player

K18

Player

K19

Player

K20

Player

APPENDIX B - Initial and Signature Comparison of Kwame Brown

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Monday, February 5, 2018

## Opinion Report

Beth Chrisman

Certified Questioned Document Examiner

6320 Canoga Ave, 15<sup>th</sup> Floor

Woodland Hills, CA 91367

Phone: 310-910-3993

Fax: 310-861-1614

Beth@HandwritingExpertCalifornia.com

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Questioned Initials and Signatures of Kwame Brown



05/10/2018

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- Q9 A Bank of America Payoff Letter, page 2, dated April 8, 2010, allegedly signed by Kwame Brown.
- Q10 A Bank of America, N.A. (Federal Reserve Form U-1) with no date allegedly signed by Kwame Brown.
- Q11 A Bank of America Loan Management Account Agreement, page 3, allegedly initiated by Kwame Brown.
- Q12 A Bank of America Loan Management Account Agreement, page 4, containing no signature of Kwame Brown.
- Q13 A Merrill Lynch Client Relationship Agreement dated March 1, 2010, allegedly signed by Kwame Brown.
- Q14 A two-page Merrill Lynch Account Transfer Instruction form dated March 25, 2010, allegedly signed by Kwame Brown.
- Q15 A Merrill Lynch Client Relationship Agreement dated March 3, 2010, allegedly signed by Kwame Brown.
- Q16 A two-page Merrill Lynch Account Transfer Instruction form dated March 25, 2010, allegedly signed by Kwame Brown.
- Q17 A Merrill Lynch Client Relationship Agreement March 3, 2010, allegedly signed by Kwame Brown.
- Q18 A two-page Merrill Lynch Account Transfer Instruction form dated March 25, 2010, allegedly signed by Kwame Brown.
- Q19 A two-page Merrill Lynch Account Transfer Instruction form dated March 25, 2010, allegedly signed by Kwame Brown.
- Q20 A two-page Merrill Lynch Client Relationship Agreement Form for Individual, Joint or Retirement Accounts dated February 26, 2014, allegedly signed by Kwame Brown.
- Q21 A two-page Merrill Lynch Account Transfer Instruction form dated March 25, 2010, allegedly signed by Kwame Brown.
- Q22 A WCMA Account Application dated December 24, 2015, allegedly signed by Kwame Brown.

#### Description of the Known/Comparison Documents

I examined the following known/comparison documents:

- K1 A Contract for Sale and Purchases with the initials of Kwame Brown.
- K2 A Contract for Sale and Purchases dated April 17, 2015, signed by Kwame Brown.
- K3 A Standards For Real Estate Transactions form with the initials of Kwame Brown.

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- K4 A Standards For Real Estate Transactions form with the initials of Kwame Brown.
- K5 Page 2 of 2 of a contract dated April 21, 2015, signed by Kwame Brown.
- K6 A Conditions of Escrow form with the typed date of April 2015, signed by Kwame Brown.
- K7 A Purchase and Sale Agreement with offer date of November 5, 2015, initialed by Kwame Brown.
- K8 An Acceptance and Contact Information form signed by Kwame Brown.
- K9 A form with the heading, Examine This Contract Carefully, dated August 24, 2010 signed by Kwame Brown.
- K10 A Uniform Player Contract, Exhibit 1A, dated August 24, 2010, initialed by Kwame Brown.
- K11 A Uniform Player Contract, Exhibit 2, dated August 24, 2010, initialed by Kwame Brown.
- K12 A Uniform Player Contract, Exhibit 5, dated August 24, 2010, initialed by Kwame Brown.
- K13 A Uniform Player Contract, Exhibit 6, dated August 24, 2010, initialed by Kwame Brown.
- K14 A Uniform Player Contract, Exhibit 7, dated August 24, 2010, initialed by Kwame Brown.
- K15 A form with the heading, Examine This Contract Carefully Before Signing It, dated December 14, 2011 signed by Kwame Brown.
- K16 A Uniform Player Contract, Exhibit 1, dated December 14, 2011, initialed by Kwame Brown.
- K17 A Uniform Player Contract, Exhibit 2, dated December 14, 2011, initialed by Kwame Brown.
- K18 A Uniform Player Contract, Exhibit 5, dated December 14, 2011, initialed by Kwame Brown.
- K19 A Uniform Player Contract, Exhibit 6, dated December 14, 2011, initialed by Kwame Brown.
- K20 A Uniform Player Contract, Exhibit 7, dated December 14, 2011, initialed by Kwame Brown.

#### Examinations & Observations

As a result of the examination and analysis, my observations are as follows:

1. Numerous known specimen initials and signatures were presented for examination. These were provided as a meaningful specimen sample group revealing the writing variations of Kwame Brown. The known initials and signatures were intercompared with one another and it was determined they are internally consistent and indeed written by one writer.
2. The questioned documents were intercompared.
  - a. The Q1 and Q2 questioned signatures are exactly the same, as well as the circled x and hand printed name of Kwame Brown. The account number, investor profile and date are

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different. Only one of these documents could have the original signature of Kwame Brown if, in fact, it is the signature of Kwame Brown.

- b. The Q14, Q16, Q18, Q19, and Q21 questioned signatures are exactly the same, as well as most of the handwritten information. The account numbers and types of accounts are different. Only one of these documents could have the original signature of Kwame Brown if, in fact, it is the signature of Kwame Brown.
  - c. The Q15 and Q17 signatures are exactly the same, as well as the entire document. Only one of these documents could have the original signature of Kwame Brown if, in fact, it is the signature of Kwame Brown.
  - d. The hand printed name, account number and date on the Q1, Q2, Q3, and Q4 forms have been written by one person. The investor profile handwriting was written by one person. These may be two different writers.
  - e. The hand printed account number, Kwame Brown name, date and title on the Q5, Q6, and Q7 forms was all written by the same person who filled out the financial advisor information, Michelle Marquez.
  - f. The Bank of America Loan Management Account Agreement, Q12, does not contain a signature for Kwame Brown and the Signature for the Managing Director appears to be a stamp, not an ink on paper signature.
  - g. The questioned signatures exhibit a wide range of variation with the Q3 exhibiting retracing/retracing strokes, the Q8 appears pictorially dissimilar, and the Q10 has an additional arc formation in the letter 'B.'
  - h. The Q20 and Q22 lack in skill and fluidity compared to most of the questioned signatures.
3. The questioned initials and signatures were compared to the known specimen initials and signatures. On the basis of my examination there are dissimilarities observed in stroke formations, skill and fluidity. There are retracing/retracing strokes, tremorous strokes, and additional strokes that are inconsistent with the known initial and signature samples. The slant in the Q9 and Q10 is dissimilar in comparison to the known signature samples. Additionally, none of the handwritten names, dates or titles are similar to the known handwriting of Kwame Brown.

See Appendix B for an initial and signature comparison of Kwame Brown

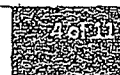
### Basis of Opinion

The basis for handwriting identification is that writing habits are not instinctive or hereditary but are complex processes that are developed gradually through habit and that handwriting is unique to each individual. Further, the basic axiom is that no one person writes exactly the same way twice and no two people write exactly the same. Thus, writing habits or individual characteristics distinguish one person's handwriting from another.

A process of analysis, comparison and evaluation is conducted.

Based on the conclusions of the expert, an opinion will be expressed. See opinion levels for expressing conclusions in Appendix C.

Questioned Initials and Signatures of Kwame Brown



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### Opinion


Based on a thorough analysis of the documents submitted to me, my professional expert opinion is the Kwame Brown of the known writing did not initial or sign ANY of the questioned documents; thus, is eliminated as the author.

### Declarations and Signature

Attached as Appendix A is a current copy of my CV as evidence of my special knowledge, skill, experience, training and education.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed at Woodland Hills, California this 5<sup>th</sup> day of February 2018.

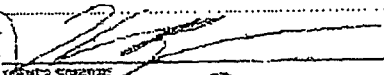
  
Beth Chrisman

05/10/2018

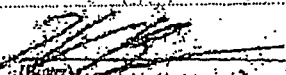
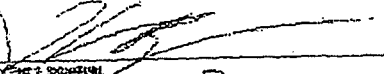
Questioned Initials and Signatures of Kwame Brown

5017

Monday, February 5, 2018

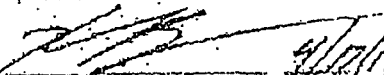
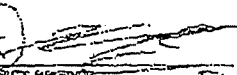
**QUESTIONED****KNOWN**Q1X   
Borrower's Signature

K2

  
Borrower's SignatureQ2C   
Borrower's Signature

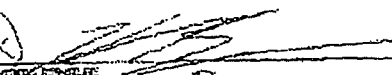
BUYER

K5

  
(Name) Date: 4/17/15Q3X   
Borrower's Signature

NEW DIRECTION ACADEMY, LLC

K6

By:   
Kwame Brown, ManagerQ4   
Borrower's Signature

Merrill Lynch Account Number 744

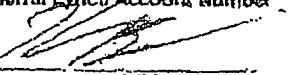
K8

Buyer Acceptance and Contact Information

Q5   
Borrower's Signature

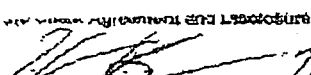
Buyer's Signature

Merrill Lynch Account Number


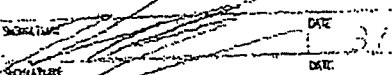
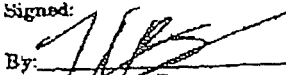
Q6   
Borrower's Signature

K9

Buyer's Signature

Q7   
Borrower's Signature

K15

  
Buyer's SignatureQ8   
Borrower's SignatureSigned:   
By: Kwame BrownQ10   
Borrower's Signature

APPENDIX B - Initial and Signature Comparison of Kwame Brown

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# QUESTIONED

# KNOWN

**PAGE PAGE 15**

Client Initials	Secu
1)	7
2)	7
3)	7
4)	7
5)	7

**FUNDING INSTRUCT**

Client initials	Sex	Age
<del>1/1/1</del>	6)	70
<del>1/1/1</del>	7)	70
<del>1/1/1</del>	8)	70
<del>1/1/1</del>	9)	70
<del>1/1/1</del>	10)	70

Bayre

**Bayer**

10

:—

Player

**Blower**

Player

## Play

Plant

6.

Dis

$\frac{A}{B}$

Play

Pla

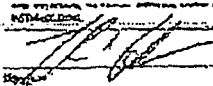
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APPENDIX B – Initial and Signature Comparison of Kwame Brown

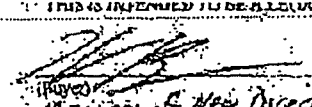
Monday, February 5, 2018

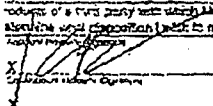
## QUESTIONED

## KNOWN

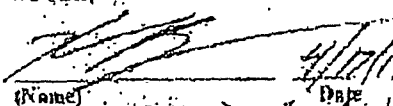
Q13 

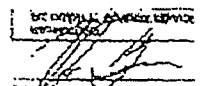
K1

  
 (Name) Manager of New Direct

Q14   
 X Signature of a third party with which Kwame Brown  
 X Signature of a third party with which Kwame Brown

K2

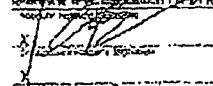
HOVER  
  
 (Name) 4/17/15  
 Date

Q15   
 X Signature of a third party with which Kwame Brown

NEW DIRECT HON ACADEMY, LLC

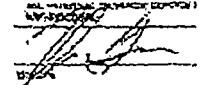
K3

BY:   
 Kwame Brown, Manager

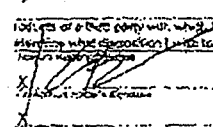
Q16   
 X Signature of a third party with which Kwame Brown  
 X Signature of a third party with which Kwame Brown

K4

Buyer Acceptance and Contact Information

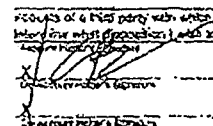
Q17   
 X Signature of a third party with which Kwame Brown

Buyer's Signature

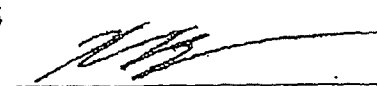
Q18   
 X Signature of a third party with which Kwame Brown  
 X Signature of a third party with which Kwame Brown

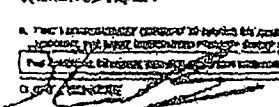
K5

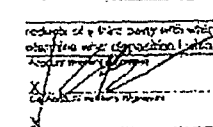
  
 Director, Veterans Division

Q19   
 X Signature of a third party with which Kwame Brown  
 X Signature of a third party with which Kwame Brown

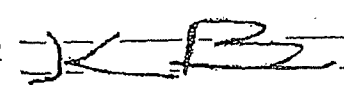
K6

  
 Director, Veterans Division

Q20   
 X Signature of a third party with which Kwame Brown  
 X Signature of a third party with which Kwame Brown

Q21   
 X Signature of a third party with which Kwame Brown  
 X Signature of a third party with which Kwame Brown

Q22



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APPENDIX B – Initial and Signature Comparison of Kwame Brown

10/27/14

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): COREY BODDIE, ESQ. SBN 289185 BODDIE & ASSOCIATES PC 10940 WILSHIRE BLVD, SUITE 1600 LOS ANGELES, CA 90024 TELEPHONE NO.: 310-873-3722 FAX NO.: 310-999-5143 ATTORNEY FOR (Name): KWAME BROWN		CM-010 FOR COURT USE ONLY <b>FILED</b> Superior Court of California County of Los Angeles MAY 10 2018 Sherri R. Carter, Executive Officer/Clerk By <u>M. Soto</u> , Deputy Moses Soto
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 1111 N. HILL ST MAILING ADDRESS: 1111 N. HILL ST CITY AND ZIP CODE: LOS ANGELES 90012 BRANCH NAME: STANLEY MOSK COURTHOUSE		CASE NUMBER: <b>BC 705774</b> JUDGE: DEPT:
CASE NAME: KWAME BROWN vs. MERRILL LYNCH INC, BANK OF AMERICA		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less) Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)		

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:		
<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other PIP/D/W/D (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PIP/D/W/D (23) <b>Non-PIP/D/W/D (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input checked="" type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PIP/D/W/D tort (35) <b>Employment</b> <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation</b> (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties   | d. <input type="checkbox"/> Large number of witnesses  |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary: declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): **FOUR (4)**
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 05/08/2018  
COREY D. BODDIE

(TYPE OR PRINT NAME)

NOTICE

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Form Adopted for Mandatory Use  
Judicial Council of California  
CM-010 (Rev. July 1, 2007)

CIVIL CASE COVER SHEET

Page 1 of 2  
Cal. Rules of Court, rules 2.20, 3.220, 3.400-3.403, 3.740;  
Cal. Standards of Judicial Administration, std. 3.10  
www.courtinfo.ca.gov

BY FAX



CM-010

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

## CASE TYPES AND EXAMPLES

<b>Auto Tort</b>	<b>Contract</b>	<b>Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400-3.403)</b>
Auto (22)-Personal Injury/Property Damage/Wrongful Death	Breach of Contract/Warranty (05)	Antitrust/Trade Regulation (03)
Uninsured Motorist (46) <i>(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)</i>	Breach of Rental/Lease	Construction Defect (10)
	Contract <i>(not unlawful detainer or wrongful eviction)</i>	Claims Involving Mass Tort (40)
	Contract/Warranty Breach-Seller	Securities Litigation (28)
	Plaintiff <i>(not fraud or negligence)</i>	Environmental/Toxic Tort (30)
	Negligent Breach of Contract/Warranty	Insurance Coverage Claims <i>(arising from provisionally complex case type listed above)</i> (41)
<b>Other PIPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b>	Other Breach of Contract/Warranty	Enforcement of Judgment
Asbestos (04)	Collections (e.g., money owed, open book accounts) (09)	Enforcement of Judgment (20)
Asbestos Property Damage	Collection Case-Seller Plaintiff	Abstract of Judgment (Out of County)
Asbestos Personal Injury/Wrongful Death	Other Promissory Note/Collections Case	Confession of Judgment <i>(non-domestic relations)</i>
Product Liability <i>(not asbestos or toxic/environmental)</i> (24)	Insurance Coverage <i>(not provisionally complex)</i> (18)	Sister State Judgment
Medical Malpractice (45)	Auto Subrogation	Administrative Agency Award <i>(not unpaid taxes)</i>
Medical Malpractice-Physicians & Surgeons	Other Coverage	Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Professional Health Care Malpractice	Other Contract (37)	Other Enforcement of Judgment Case
Other PIPD/WD (23)	Contractual Fraud	<b>Miscellaneous Civil Complaint</b>
Premises Liability (e.g., slip and fall)	Other Contract Dispute	RICO (27)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)	<b>Real Property</b>	Other Complaint <i>(not specified above)</i> (42)
Intentional Infliction of Emotional Distress	Eminent Domain/Inverse Condemnation (14)	Declaratory Relief Only
Negligent Infliction of Emotional Distress	Wrongful Eviction (33)	Injunctive Relief Only <i>(non-harassment)</i>
Other PIPD/WD	Other Real Property (e.g., quiet title) (26)	Mechanics Lien
<b>Non-PIP/WD (Other) Tort</b>	Writ of Possession of Real Property	Other Commercial Complaint Case <i>(non-tort/non-complex)</i>
Business Tort/Unfair Business Practice (07)	Mortgage Foreclosure	Other Civil Complaint <i>(non-tort/non-complex)</i>
Civil Rights (e.g., discrimination, false arrest) <i>(not civil harassment)</i> (08)	Quiet Title	<b>Miscellaneous Civil Petition</b>
Defamation (e.g., slander, libel) (13)	Other Real Property <i>(not eminent domain, landlord/tenant, or foreclosure)</i>	Partnership and Corporate Governance (21)
Fraud (16)	<b>Unlawful Detainer</b>	Other Petition <i>(not specified above)</i> (43)
Intellectual Property (19)	Commercial (31)	Civil Harassment
Professional Negligence (25)	Residential (32)	Workplace Violence
Legal Malpractice	Drugs (38) <i>(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)</i>	Elder/Dependent Adult Abuse
Other Professional Malpractice <i>(not medical or legal)</i>	Judicial Review	Election Contest
Other Non-PIP/WD Tort (35)	Asset Forfeiture (05)	Petition for Name Change
<b>Employment</b>	Petition Re: Arbitration Award (11)	Petition for Relief From Late Claim
Wrongful Termination (36)	Writ of Mandate (02)	Other Civil Petition
Other Employment (15)	Writ-Administrative Mandamus	
	Writ-Mandamus on Limited Court Case Matter	
	Writ-Other Limited Court Case	
	Review	
	Other Judicial Review (39)	
	Review of Health Officer Order	
	Notice of Appeal-Labor	
	Commissioner Appeals	

CM-010 [Rev. July 1, 2007]

CIVIL CASE COVER SHEET

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SHORT TITLE KWAME BROWN vs. MERRILL LYNCH, BANK OF AMERICA et al.	CASE NUMBER BC 705774
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**CIVIL CASE COVER SHEET ADDENDUM AND  
STATEMENT OF LOCATION  
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.3 in all new civil case filings in the Los Angeles Superior Court. ....

**Step 1:** After completing the Civil Case Cover Sheet (Judicial Council form CM-010), find the exact case type in Column A that corresponds to the case type indicated in the Civil Case Cover Sheet.

**Step 2:** In Column B, check the box for the type of action that best describes the nature of the case.

**Step 3:** In Column C, circle the number which explains the reason for the court filing location you have chosen.

**Applicable Reasons for Choosing Court Filing Location (Column C)**

- |  |  |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, Central District. | 7. Location where petitioner resides.  |
| 2. Permissive filing in central district.  | 8. Location wherein defendant/respondent functions wholly.   |
| 3. Location where cause of action arose.   | 9. Location where one or more of the parties reside.   |
| 4. Mandatory personal injury filing in North District.                           | 10. Location of Labor Commissioner Office.   |
| 5. Location where performance required or defendant resides.                     | 11. Mandatory filing location (Hub Cases – unlawful detainer, limited non-collection, limited collection, or personal injury). |
| 6. Location of property or permanently garaged vehicle.                          |  |

**BY FAX**

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons – See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1, 4, 11
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1, 4, 11
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	1, 11 1, 11
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1, 4, 11
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons	1, 4, 11
		<input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1, 4, 11
		<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1, 4, 11 1, 4, 11 1, 4, 11 1, 4, 11

SHORT TITLE: KWAME BROWN vs. MERRILL LYNCH, BANK OF AMERICA et al		CASE NUMBER
<b>A</b> Civil Case Cover Sheet Category No.	<b>B</b> Type of Action (Check only one)	<b>C</b> Applicable Reasons - See Step 3 Above
Non-Personal Injury/Property Damage/ Wrongful Death Tort	Business Tort (07) <input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1, 2, 3
	Civil Rights (08) <input type="checkbox"/> A6005 Civil Rights/Discrimination	1, 2, 3
	Defamation (13) <input type="checkbox"/> A6010 Defamation (slander/libel)	1, 2, 3
	Fraud (16) <input checked="" type="checkbox"/> A6013 Fraud (no contract)	1, 2, 3
	Professional Negligence (25) <input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1, 2, 3 1, 2, 3
	Other (35) <input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	1, 2, 3
Employment	Wrongful Termination (36) <input type="checkbox"/> A6037 Wrongful Termination	1, 2, 3
	Other Employment (15) <input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1, 2, 3 10
Contract	Breach of Contract/Warranty (06) (not insurance) <input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input checked="" type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2, 5 2, 5 1, 2, 5 1, 2, 5
	Collections (09) <input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case <input type="checkbox"/> A6034 Collections Case-Purchased Debt (Charged Off Consumer Debt Purchased on or after January 1, 2014)	5, 6, 11 5, 11 5, 6, 11
	Insurance Coverage (18) <input type="checkbox"/> A6015 Insurance Coverage (not complex)	1, 2, 5, 8
	Other Contract (37) <input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1, 2, 3, 5 1, 2, 3, 5 1, 2, 3, 8, 9
	Eminent Domain/Inverse Condemnation (14) <input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2, 6
	Wrongful Eviction (33) <input type="checkbox"/> A6023 Wrongful Eviction Case	2, 6
Real Property	Other Real Property (26) <input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2, 6 2, 6 2, 6
	Unlawful Detainer-Commercial (31) <input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	6, 11
	Unlawful Detainer-Residential (32) <input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	6, 11
Unlawful Detainer	Unlawful Detainer-Post-Foreclosure (34) <input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2, 6, 11
	Unlawful Detainer-Drugs (38) <input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2, 6, 11

SHORT TITLE		CASE NUMBER
KWAME BROWN vs. MERRILL LYNCH, BANK OF AMERICA et		
A Civil Case Cover Sheet Category/No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2, 3, 6
Petition for Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2, 5
Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2, 8 2 2
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ/Judicial Review	2, 8
Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1, 2, 8
Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1, 2, 3
Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1, 2, 8
Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1, 2, 8
Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1, 2, 3, 8
Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1, 2, 5, 8
Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2, 5, 11 2, 6 2, 9 2, 8 2, 8 2, 8, 9
RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1, 2, 8
Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1, 2, 8 2, 8 1, 2, 8 1, 2, 8
Partnership/Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2, 8
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name/Change of Gender <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2, 3, 9 2, 3, 9 2, 3, 9 2 2, 7 2, 3, 8 2, 9

LACIV 109 (Rev 2/16)  
LASC Approved 03-04CIVIL CASE COVER SHEET ADDENDUM  
AND STATEMENT OF LOCATIONLocal Rule 2.3  
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SHORT TITLE: KWAME BROWN vs. MERRILL LYNCH, BANK OF AMERICA et	CASE NUMBER
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**Step 4: Statement of Reason and Address:** Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected. Enter the address which is the basis for the filing location, including zip code. (No address required for class action cases).

REASON: <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input checked="" type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10. <input type="checkbox"/> 11.			ADDRESS: 800 E. COLORADO BLVD
CITY: PASADENA	STATE: CA	ZIP CODE: 91101	

**Step 5: Certification of Assignment:** I certify that this case is properly filed in the CENTRAL District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., §392 et seq., and Local Rule 2.3(a)(1)(E)].

Dated: 05/08/2018

  
(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 02/16).
5. Payment in full of the filing fee, unless there is court order for waiver, partial or scheduled payments.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

05/10/2018